

REMARKS

The present Amendment and Response is believed to be fully responsive to the Non-final Office Action mailed July 21, 2009. The Amendment and Response is being filed in conjunction with a Petition for a One Month Extension of Time and the appropriate fee. Claims 61-65, 69, 71-81, 85, and 87-95 have been examined and stand rejected. After entry of the foregoing Amendment, Claims 61-65, 69, 71-81, 85, and 87-95 remain pending. By this Amendment, independent Claims 61, 77, and 93 and dependent Claims 63, 65, and 81 have been amended. Claims 1-60, 66-68, 70, 82-84, and 86 were previously cancelled without prejudice. It is respectfully submitted that no new matter has been added by the foregoing amendments. Reconsideration of the application is requested in view of the following remarks.

Attorney for the Assignee would like to thank the Examiner for the telephonic Examiner's interview that was conducted on November 13, 2009. During the interview, distinctions between the claimed inventions and the cited art references were discussed. More specifically, embodiments of the claimed inventions calculate a payment date for a particular bill that pre-dates a due date for the bill. The calculated payment date takes a lead time associated with submitting a payment for the bill into account. In other words, if a payment is made by the calculated payment date, the payment will be received by the biller on or prior to the bill due date, thereby ensuring the avoidance of a late charge. As discussed, neither *Watson* nor *Kolling*, either taken alone or in combination, teach or suggest the calculation of a payment date for a bill that pre-dates a due date for the bill and takes into account a lead time for remitting a payment for the bill. Accordingly, it is respectfully asserted that the claimed inventions are allowable over the cited art of record.

Claim Rejections Under 35 USC § 103

In the Non-final Office Action, Claims 61-65, 69, 71-81, 85, and 87-95, were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 5,978,780 to Watson (hereinafter "*Watson*") in view of U.S. Patent No. 5,963,925 to Kolling et al. (hereinafter "*Kolling*").

By the present amendment, independent Claims 61, 77, and 93 have been amended in order to clarify the scope of the claimed inventions recited by the independent claims. More specifically, independent Claim 61 has been amended to recite “calculating ... a payment date for the bill that pre-dates a due date for the bill included in the received billing information” (Underlining supplied). Amended independent Claim 61 further recites that the calculation is “based at least in part on a lead time associated with a remittance method for paying the bill on or before the due date, wherein the calculated payment date reflects when the payment must be made to ensure the avoidance of a late charge.” Amended independent Claims 77 and 93 include similar recitations. Support for the amendments may be found at least in paragraph [0099] of the Specification as published (page 32 of the Specification as originally filed).

In marked contrast to the amended independent claims, neither *Watson* nor *Kolling*, either taken alone or in combination, teach or suggest “calculating ... a payment date for the bill that pre-dates a due date for the bill ..., the calculation based at least in part on a lead time associated with a remittance method for paying the bill on or before the due date, wherein the calculated payment date reflects when the payment must be made to ensure the avoidance of a late charge.”

Watson generally relates to a bill consolidation, payment aggregation, and settlement system that consolidates all household bills for an enrolled user into a single periodic statement presented to the user for payment. (See *Watson* Col. 1, line 59 – Col. 2, line 15). However, *Watson* does not teach, suggest, or motivate (1) calculating a payment date for a bill that predates a due date for the bill, where the calculation is based at least in part on a lead time associated with a remittance method for paying the bill, where the calculated payment date reflects when the payment must be made to ensure the avoidance of a late charge or (2) transmitting a presentation including a payment indicator and a pre-populated payment request, wherein the pre-populated payment request includes the calculated payment date as a pre-populated payment date. *Watson* describes households agreeing to make one or more consolidated payments “on a selected date or dates” (e.g., same date every month), where the consolidated payment(s) is then used to pay various individual service expenses that were incurred during that period. (See *Watson*, Col. 2, lines 10-55). However, nowhere in *Watson* does it teach or suggest setting the consolidated payment dates based at least in part on a lead

time associated with a remittance method for paying a particular bill, wherein the calculated payment date reflects when the payment must be made to ensure the avoidance of a late charge. In marked contrast, the consolidated payment date(s) in *Watson* is set through an advance agreement between the households and the personal settlements exchange. (See *Watson*, Col. 2, lines 10-14; 27-32).

Hence, the consolidation system of *Watson* encourages a payor to relinquish control of when certain bills are paid for the convenience of only having to make a consolidated payment. Therefore, not only does *Watson* not describe transmitting a presentation containing a pre-populated payment request that includes a calculated payment date that reflects when the payment must be made to ensure the avoidance of a late charge, *Watson* actually teaches away from the use of such presentation in favor of the use of a periodic consolidated payment to pay several bills. As a result, the enrolled users of *Watson* do not have control or input over delaying payment submission until the latest date possible without being charged late fees, but rather they rely on the *Watson* service to calculate a consolidated payment at a given periodic interval to be applied to several bills. Accordingly, it is respectfully asserted that *Watson* fails to teach or suggest the functionality recited by the amended independent claims.

Kolling generally relates to an electronic bill presentment system that replaces the preparation and mailing of paper statements and invoices from a biller with electronic delivery. (*Kolling*, Abstract). *Kolling* also discloses an electronic payment screen for paying the electronically presented bill. Specifically, *Kolling* discloses a "make payment screen" that includes:

buttons 932 for viewing accounts, payments, payees, or for logging off or receiving help. Also included is biller name 934, an amount due 936, a running balance 938, and a due date 940. The customer selects a payment amount 942, a payment date 944, a method of payment 946 and finally clicks pay button 948 to submit the payment via an electronic bill payment system for delivery back to the biller.

(*Kolling*, Col. 32 lines 29-37; Fig. 16).

Although *Kolling* describes a payment screen where the user may specify a payment date when paying a bill through interaction with the payment screen, nowhere in *Kolling* does it describe (1) calculating a payment date for a bill that pre-dates a due date for the bill based at least in part on a lead time associated with a remittance method for paying the bill, where the calculated payment date reflects when the payment must be made to ensure the avoidance of a late charge, and (2) transmitting a presentation that includes a pre-populated payment request, wherein the pre-populated payment request includes the calculated payment date as a pre-populated payment date. Such use of a pre-populated payment date that ensures the avoidance of late charges for a payment past a due date (e.g., late charges resulting from the delay between authorizing payment and actual delivery of the payment) helps the payer avoid confusion or error when determining the latest possible date the payer may submit a payment without being charged late fees. Therefore, it is respectfully contended that *Kolling*, either taken alone or in combination with *Watson*, fails to teach or suggest the functionality described in the amended independent claims.

For at least the above stated reasons, neither *Watson*, *Kolling*, nor the combination thereof teaches, suggests, or motivates all the limitations of amended independent Claims 61, 77, and 93. Accordingly, it respectfully asserted that the amended independent claims are not rendered obvious by the cited art references and, therefore, are in condition for allowance. Moreover, it is respectfully submitted that each of the dependent claims of the present application are allowable as a matter of law as being dependent on an allowable base claim, notwithstanding their independent recitation of patentable subject matter. As a result, it is respectfully asserted that all of the claims of the present application are in condition for allowance.

CONCLUSION

It is believed that each matter raised by the Non-final Office Action has been responded to. Allowance of the claims is respectfully solicited. Any questions may be directed to the undersigned at 404.853.8037. It is not believed that any fees for extensions of time or addition of claims are required beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 C.F.R. § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 19-5029.

If there are any issues which can be resolved by teleconference or an Examiner's Amendment, the Examiner is invited to call the undersigned attorney.

Respectfully submitted,



Rhett S. White
Reg. No. 59,158

Date: **November 19, 2009**

SUTHERLAND ASBILL & BRENNAN LLP
999 Peachtree Street NE
Atlanta, GA 30309-3996
404.853.8037
404.853.8806 (fax)
Docket No.: 23952-0037